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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY

[Signature]

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

6
7
8 Nathan Smith
9 plaintiff

10
11 vs

LACV22-3765 *DSF-KSx*
CASE NO

12 Pyrorcashman LLP, Hunton Andrews Kurth LLP
13 Bonhams and Butterfields Auctioneers Corp
14 Sotheby's Inc and Christie's Inc
15 JOE PATELLO Olsoff Cahill Cossu LLP
16 defendants

17 COMPLAINT FOR : FRAUDULENT MISREPRESENTATION ,CIVIL CONSPIRACY
18 NEGLIGENCE, DECLARATORY RELIEF ,BREACH OF CONTRACT , FRAUD,
19 INJUNCTIVE RELIEF, TORTIOUS INTERFERENCE, PROMISSORY FRAUD
20 VIOLATION OF BUSINESS AND PROFESSIONS CODE 6125 AND 6126 ,16240
21 Plaintiff Nathan Smith seeks a declaration of rights of parties under 28 U.S.C
22 2201 the Federal Declaratory Judgment Act . Plaintiff also seeks injunctive relief
23 enjoining the defendants from further material breaches of the Feb 18 2022 settlement
24 agreement under rule 65 of the Federal Rules of Civil Procedure
25 The central issues are the Defendants breach of the Feb 18 2022 agreements and the
26 guarantees that the defendants had to pay for failing to hold the sales for Plaintiff diamonds
27 as set forth in the Feb 18 2022 settlement agreement that the previous Court lack the
28 subject matter jurisdiction to enforce.

1 The Feb 18 2022 Settlement agreement in question resolved a civil action
2
3 before this Court titled Nathan Smith vs Chrisite's et al 2:22-cv-00279.
4 Plaintiff dismissed his action without prejudice as part of the settlement agreement
5 with the defendants. The Honorable Judge Fitzgerald of the Central District of
6 California previously ruled that the Court lacked the jurisdiction to enforce Plaintiff's
7 settlement with the defendants Christie's , Sotheby's and Bonhams because Plaintiff
8 had [REDACTED] dismissed his case thereby depriving the Court of Jurisdiction so
9 therefore the Court lacked subject matter jurisdiction to enforce the settlement
10 agreement between the parties. All the parties had the opportunity to be heard
11 regarding the issue of their being a settlement between Nathan Smith and
12 defendants Sotheby's Bonhams and Christie's. The previous Court decided and ruled
13 on the issue of whether or not the parties had settled the matter . The Court then
14 issued an order stating that the Court lack the subject matter jurisdiction to
15 enforce the settlement between the parties because Plaintiff had dismissed his case.
16 Three of the parties to the previous lawsuit or current defendants in this matter.

17

18 THE PARTIES

19

20 Plaintiff Nathan Smith is an individual citizen of California
21 Defendant Joseph Patello is an individual citizen of New York
22 Defendants Bonhams and Butterfields auctioneers inc are a
23 New York and Foreign Corporation
24 Defendant Christie's is a New York and Foreign Corporation
25 Defendant Sotheby's is a New York and Foreign Corporation
26 Defendant Pyrorchashman LLP is a foreign Florida LLP
27 Defendant Hunton Andrews Kurth LLP is a foreign New York LLP
28 Defendants Olsoff Cahill Cossu LLP is a foreign New York LLP

JURISDICTION AND VENUE

1
2
3 This Court has jurisdiction over this case . There is diversity of citizenship
4 under 28 1332. Plaintiff Nathan Smith is diverse from all the defendants.
5 The amount in controversy exceeds \$3,000,000,000 dollars.
6 Venue is proper in this jurisdiction over this Court has personal jurisdiction over
7 all the defendants and Plaintiff. The contract at issue was executed on Feb 18 2022
8 in California and New York. The litigation that preceded the settlement was
9 bought by Plaintiff Nathan Smith in this Court and concerned the defendants
10 breach of contract involving the sale of Plaintiff Nathan Smith's record setting
11 colored diamonds. Nathan Smith to enforce the settlement in the previous Court
12 but Plaintiff was threaten and forced by the defendants lawyers into dismissing
13 his case prematurely which resulted in the Court not being able to enforce the
14 settlement because of lack of subject matter jurisdiction due to Plaintiff dismissing
15 his case . Plaintiff was forced and threaten into dismissing his previous case prematurely
16 so Plaintiff was unable to get the previous Court to enforce the settlement between the parties.
17 Defendants have materially breached and violated the terms of the Feb 18 2022 agreement.
18 Declaratory relief is proper under 28 U.S. C. 2201. There is an actual controversy
19 between the parties that is immediate and ripe.
20
21 Injunctive relief is also proper. Plaintiff Nathan Smith has no adequate remedy
22 at law and will suffer further irreparable harm. If defendants is not enjoined from
23 further material breaches and violations of the settlement agreement and the defendants
24 refusal to abide by or adhere to the terms of the Feb 18 2022 settlement agreement.
25 There is no other litigation pending in Federal or State Court that would resolve the
26 rights of the parties except for Plaintiff's future motion for injunction pursuant to the
27 All Writs Act and California unfair business and False advertisement laws in the
28 underlying action.

1 The Court has supplemental jurisdiction of the State law Claims pursuant
 2 to 28 U.S.C. 1367 .
 3 The Settlement between Plaintiff Nathan Smith and defendants Sotheby Inc,
 4 Christie's Inc and Bonhams and Butterfields Auctioneers Corp was done
 5 pursuant to California Code of Civil Procedure 664.6. The agreement is signed
 6 by both Plaintiff Nathan Smith and the Parties attorney Joseph Patella.
 7 The Honorable Judge Fitzgerald previously issued an order stating that he lacked
 8 the subject matter jurisdiction to enforce the settlement between the parties because
 9 Plaintiff had dismissed his case thereby depriving this Court of subject matter
 10 jurisdiction to enforce the Settlement agreement between the parties.
 11 None of the parties appealed this ruling /order of the previous Court.
 12 Venue is also proper under 28 U.S.C 1391 (b) (1) insofar as a least one of the
 13 defendants conduct business in California. All the defendants conduct business in
 14 California and New York or alternately under 28 U.S.C 1391 (b)(2) insofar
 15 as a substantial part of the events or omissions giving rise to this action and claims
 16 occurred in this District or alternately under 28 U.S.C. 1391 (b) (3) insofar as
 17 at least one of the defendants is subject to the Court's personal jurisdiction here .
 18

19 FACTUAL ALLEGATIONS

20
 21 1. Defendants Bonhams, Christie's and Sotheby's participated and directed their defendant
 22 Counsels and defendant Law Firms to force and threaten, intimidate, trick and coerce,
 23 strong arm and sanction Plaintiff Nathan Smith into dismissing his lawsuit prematurely.
 24 Plaintiff was also forced and threaten by all of the defendants into dismissing his lawsuit
 25 with prejudice .Plaintiff was also threaten with sanctions and with being label a Federal
 26 vexatious litigant if he did not dismiss his complaint with prejudice and if he filed the
 27 Motion to enforce the settlement agreement between the parties even though all the
 28 defendants had already agreed that Plaintiff could file the motion to enforce the settlement
 between the parties and even though all the defendants had already settled the case with Plaintiff.

1 2. Plaintiff was unable to Enforce his settlement with the defendants because
2 of the defendants' counsels and Law firms threats toward and against Plaintiff.
3 In early 2022 Plaintiff Nathan Smith sued the defendants Sotheby, Bonhams and
4 Christie's for breach of contract and other causes of action involving the giving of
5 a estimate of value for his diamonds and also involving the selling of the diamonds on the
6 behalf of Plaintiff Nathan Smith. While the action was still pending and pursuant to
7 Civil Code of Procedure 664.6 Plaintiff Nathan Smith settled with the defendants
8 Sotheby, Bonhams and Christie's .This resulted in the Feb 18 2022 email/ settlement/offer
9 of compromise/letter that was signed by both Plaintiff Nathan Smith and the parties
10 counsel Joseph Patella and which was entered into pursuant to California Civil Procedure
11 664.6 which only required the writing or settlement to be signed by the parties or parties
12 counsel which was exactly what occurred during the settlement between Plaintiff
13 3. Nathan Smith and the defendants' counsel Joseph Patella. Plaintiff attempted to get
14 the previous Court to enforce the settlement against the defendants but because the
15 defendants' counsel and law firms illegally forced and threaten Plaintiff into prematurely
16 dismissing his lawsuit , the Court lost the ability to enforce the settlement between the
17 parties because of a lack of subject matter jurisdiction. The Court issued a 4-21-22
18 Order stating that the Court lacked subject matter jurisdiction to enforce Plaintiff's
19 settlement because Plaintiff had dismissed his action on April 10 2022. Plaintiff
20 was forced and threaten into dismissing his case by the defendants' counsels and
21 law firms, otherwise Plaintiff would have gotten the previous Court to enforce the
22 settlement agreement between the parties. Plaintiff in conformity with the settlement
23 agreement dismissed his case against the defendants against the backdrop of the
24 defendants threats and force. Plaintiff had always intended on abiding by the
25 terms of the settlement by dismissing his case immediately in accordance with the settlement.
26 But the defendants illegal threats and forceful conduct making Plaintiff dismiss his
27 case prematurely caused the previous Court to lose subject matter jurisdiction to
28 enforce the settlement between the parties and it also caused Plaintiff harm and damages.

1 4.The settlement agreement also provided that the defendants Sotheby, Bonhams and
2 Christie's would elect either Sotheby or Christie's or whomever could get the best results
3 to hold the sale(s) for Plaintiff Nathan Smith's diamonds.

4 The settlement agreement also provided that the defendants not involve the GIA or
5 Gemological Institute of America in any of their affairs.

6 The settlement agreement also provided that the defendants use the 550 nm absorption
7 band/spectroscopy and diamond inclusions for confirming colored diamonds .

8 The settlement also provided that Plaintiff dismiss his action against the defendants and that
9 Plaintiff release the other defendant from their obligations, agreements and commitments to
10 Plaintiff which were the subject of the previous lawsuit.

11 To prevent any further misunderstanding regarding whether or not the defendants
12 had to sell Plaintiff's diamonds. Plaintiff included a provision in the settlement
13 agreement that stated that the defendants were required to elect either Sotheby or
14 Christie's to hold the sale(s) for Plaintiff's diamonds.

15 Plaintiff fully complied with his part of the settlement agreement by dismissing his case
16 that was filed against the defendants.

17 5. Plaintiff is not obligated to perform any other actions under the terms of the settlement
18 agreement between the parties. Despite Plaintiff having fulfilled his part of the settlement
19 agreement between the parties . The Sotheby , Christie's and Bonhams defendants have
20 steadfastly and without just cause or legal grounds refused to comply or abide by the
21 terms of the settlement between Nathan Smith and defendants Sotheby, Christie's and
22 Bonhams .

23 The Bonham, Christie's and Sotheby defendants have no legitimate legal reason to not
24 have complied with the terms of the settlement agreement between the parties.

25 The defendants did not appeal the order of the Court regarding the
26 Court ruling that it lacked subject matter jurisdiction to enforce the settlement
27 agreement between the parties. This Honorable Court now has the subject matter
28 jurisdiction to enforce the settlement agreement between the parties.

1 6.The defendants Sotheby, Bonhams and Christie's breached the settlement agreement
2 between the parties by not contacting Plaintiff regarding the sale of Plaintiff's diamonds
3 and by not holding the sale(s) for Plaintiff diamonds and by forcing Plaintiff to dismiss his case
4 prematurely. Sotheby, Bonhams , and Christie's also breached the settlement agreement
5 between the parties by still involving the Gia in their business affairs.

6 The defendants also breached the settlement agreement between the parties by
7 not using the 550nm absorption band / spectroscopy and the diamonds' inclusions
8 as the process for confirming the colored diamonds.

9 Attached as exhibit "A" Feb 18 2022 settlement agreement/email/letter/offer of compromise/

10 7. Further more the defendants failure to adhere by the terms of the settlement agreement
11 between the parties has threaten to disrupt Plaintiff's diamond business and sales and
12 has harmed and damaged Plaintiff diamond business reputation , income and
13 business relationships with potential investors and buyers of diamonds.

14 Plaintiff sent a letter to the defendants requesting that the defendants abide by the
15 terms of the settlement agreement between the parties. Plaintiff received no response
16 back from the defendants and therefore Plaintiff had no choice but to commence this
17 current action against the defendants.

18 8.The defendants persisted in their pattern to refuse to hold the sale(s) for Plaintiff's
19 diamonds even after entering into a settlement with Plaintiff whereby they agreed to
20 conduct the sale (s) for Plaintiff's diamonds on Plaintiff's behalf.

21 The defendants also went further in their breach of the Feb 18 2022 settlement
22 agreement when they continued to involve the Gia in their affairs and when they
23 continue to use the Gia 's bogus and fraudulent grading certificates and authentications.
24 Plaintiff promptly filed this action because of the defendants numerous
25 breaches of the Feb 18 2022 settlement agreement between the parties and because of the
27 illegal conduct of the defendants counsels and law firms and the defendants surrounding
28 the Feb 18 2022 settlement between the parties.

1 9.The issue of whether or not a settlement agreement exist between the parties
2 was heard and determined by the previous Court. Both parties had the right to be heard
3 and a final determination and ruling /order was issued by the previous Court regarding
4 the issue of whether or not their was a settlement agreement between the parties.
5 The previous Court accepted Judicial Notice of the settlement between the parties and
6 defendants Sotheby, Bonhams and Christie's did not object to the previous Court taking
7 judicial notice of the settlement between the parties. The defendants also did not
8 file any response or objection to Plaintiff's request that the Court take judicial notice of
9 Feb 18 2022 settlement between the parties. The Court set Plaintiff's request for
10 Judicial Notice for hearing . The defendants did not file any response or objection to
11 Plaintiff 's request that the Court take judicial notice of the settlement between the parties.
12 The previous Court then issued a order on 4-21-22 stating that the Court lacked the subject
13 to enforce the settlement between the parties and the defendants also did not appeal the
14 4-21-22 order of the previous Court which clearly stated that their was a settlement
17 agreement between the parties but that the Court lacked subject matter jurisdiction to
18 enforce the settlement between the parties because Plaintiff had dismissed his case
19 on 4-10-22 which subsequently deprived the Court of its ability to enforce the
20 Feb 18 2002 settlement agreement between Plaintiff and defendants Sotheby, Bonhams
21 and Christie's. See Attached exhibit "C" 4-21-22 order of the Court
22 10.Plaintiff Nathan Smith suffered losses and damages because of the defendants and their
23 counsels and their counsels' law firms illegal conduct that was meant to prevent Plaintiff
24 from enforcing the Settlement that he had made with the defendants. Plaintiff also was
25 affected by the defendants illegal conduct because Plaintiff was forced into dismissing
26 his complaint prematurely thereby depriving the Court of the ability to Enforce the Settlement
27 between the parties. Plaintiff was affected by the all the defendants illegal conduct because
28 the Bonhams , Sotheby's and Christie's defendants relied on the illegal advice and conduct

1 of the counsels and counsels law firm who had employed their unlicensed attorney
2 and counsels to threaten and force Plaintiff into dismissing his case prematurely so that
3 the defendants Sotheby's Bonhams and Christie's would not have to abide and adhere
4 to the terms of the Feb 18 2022 settlement agreement that the defendants had entered into
5 with Plaintiff. All the defendants knew that their illegal conducts directed toward Plaintiff
6 forcing him to dismiss his case prematurely and against his will under the threat of harm
7 and sanctions was a material breach of and violation, repudiation and desecration of
8 the terms of the Feb 18 2022 settlement agreement that the parties had enter into
9 during the settlement of the previous action. All the defendants and their counsel and
10 and their counsels respective firms knew full and well that Plaintiff would be affected
11 by the defendants' counsels and law firms illegal conduct and threats of harms against
12 11. Plaintiff because by forcing and threatening Plaintiff into prematurely
13 dismissing his case this would prevent Plaintiff from being able to enforce the settlement
14 between the parties thereby allowing the defendants Sotheby's Bonhams and Christie's
15 the ability to not adhere or abide by the terms of the Feb 18 2022 settlement agreement .
16 All the defendants also attempted to force Plaintiff to dismiss his case with prejudice and
17 this also affected Plaintiff because the defendants knew that if they threaten and forced
18 Plaintiff to dismiss his case with prejudice that Plaintiff would not be able to prosecute his
19 claims against the defendants. Plaintiff suffered damages and losses because of the
20 defendants' counsels and law firms illegal threats and illegal and unlawful conduct against
21 Plaintiff during the previous settlement. Plaintiff suffered damages and losses. All of
22 the defendants illegal conduct had the chilling affect of destroying Plaintiff 's ability to
23 enforce his settlement agreement with the parties and the defendants conduct had the
24 intended affect of preventing Plaintiff from prosecuting his action against the defendants
25 which subsequently caused Plaintiff to suffer enormous damages and losses due to all
26 the defendants and their counsels and their counsels' law firms illegal conduct and threats
27 of harm and sanctions and other illegal conduct against Plaintiff which was meant to
28 affect Plaintiff and unlawfully force Plaintiff into illegally prematurely dismissing his case.

1 12. The defendants and their counsel and law firms had to foresee that Plaintiff would be
2 harmed by the defendants forcing Plaintiff to prematurely dismiss his lawsuit .
3 The defendants and their counsel and law firms had to foresee that Plaintiff would
4 be harmed if he could not enforce the settlement agreement between the parties when
5 the defendants and their counsels and law firms threaten and forced Plaintiff into
6 dismissing his lawsuit prematurely against Plaintiff will and in direct violation of the
7 term of the settlement agreement that had been entered into amongst the parties.
8 The defendants and their counsels and their law firms had to foresee that Plaintiff
9 would be harmed by the defendants illegal conduct when the defendants forced and
10 threaten Plaintiff into dismissing his lawsuit prematurely because the defendants then
11 used their illegal conduct as a excuse not to abide or adhere to the terms of the
12 Feb 18 2022 settlement agreement that the parties had entered into.
13 The defendants and their counsels and law firms had to foresee that Plaintiff would be
14 harmed when the defendants based on their counsels and their counsels law firms
15 illegal conduct and advise decided not to abide by or adhere to the Feb 18 2022
16 settlement agreement that the parties had entered into. All the defendants had to foresee
17 that Plaintiff would suffer enormous losses and damages because of the defendants
18 illegal conduct because the defendants had to foresee that Plaintiff would be required to
19 file a whole other lawsuit to enforce the settlement agreement between the parties
20 because the defendants and their counsels and their counsels' law firm had illegally
21 threaten and forced Plaintiff Nathan Smith into prematurely dismissing his lawsuit
22 so that the defendants could violate and not abide to or adhere to the Feb 18 2022
23 settlement agreement that they had entered into with Plaintiff. Plaintiff suffered
24 foreseeable harm, losses and damages because of all of the defendants and their
25 counsel and law firms illegally conduct against Plaintiff forcing Plaintiff to dismiss
26 his case prematurely and attempting to force Plaintiff to dismiss his case with prejudice.
27 So that the defendants could refuse to and not abide or adhere to the terms of the
28 Feb 18 2022 settlement/email/letter/offer of compromise that the parties had entered into
with Plaintiff.

1 13. Because of the defendants and their counsels and their counsels law firms illegal conduct
2 and threats against Plaintiff forcing Plaintiff to dismiss his case prematurely and also
3 because of the illegal conduct of the defendants counsels and law firms advising their
4 clients to threaten and force Plaintiff to dismiss his lawsuit prematurely and also
5 attempting to force Plaintiff to dismiss his lawsuit with prejudice and also based on the
6 fact that the defendants counsels and law firms illegally advised the defendants
7 Sotheby's Christie's and Bonhams to violate and not adhere to or abide by the
8 Feb 18 2022 Settlement agreement that the parties had entered into. Plaintiff Nathan Smith
9 was forced to file another lawsuit to enforce the settlement agreement between the parties.
10 The defendants did not hold the sale(s) for Plaintiff diamonds. The defendants also did not
11 elect either Sotheby's or Chrisitie's to hold the sale (s) for Plaintiff's diamonds even though
12 the settlement agreement between the parties required the defendants to hold the sale(s)
13 for Plaintiff diamonds. Plaintiff was going to have the defendants sell 3 billion dollars
14 worth of diamonds on his behalf and the defendants had agreed in the settlement between
15 the parties to hold the sale (s) for Plaintiff's diamonds. Plaintiff suffered damages and losses
16 when the defendants failed to adhere to or abide by the terms of the settlement agreement that
17 they had entered into with Plaintiff. The defendants failed to adhere to or abide by the terms
18 of the settlement between the parties because of the illegal conduct of the defendants
19 counsels and law firms who had threaten and forced Plaintiff into dismissing his lawsuit
20 prematurely and who had attempted to force Plaintiff to dismiss his lawsuit with prejudice
21 and who also illegally and wrongly advised the Bonhams , Chrisitie's and Sotheby defendants
22 not to abide by or adhere to the terms of the settlement agreement that the defendants had
23 entered into with Plaintiff. Even though the defendants counsels and counsels' law firms
24 were well aware of the important and relevant fact that they had entered into a settlement
25 with agreement on behalf of the defendants with Plaintiff.

1 14.The defendants and their counsels and counsels law firms illegal actions resulted in
2 Plaintiff not being able to enforce his settlement in the previous Court and thereby having
3 to incur the expenses of filling another lawsuit to enforce the settlement agreement that was
4 entered into between the Plaintiff Nathan Smith and defendants Sotheby's Christie's and
5 Bonhams (" the Feb 18 2022 offer of Compromise /email/letter/settlement agreement ")
6 The defendants and their counsels and counsels" law firms illegal conduct and actions
7 forcing Plaintiff to dismiss his case prematurely and the illegal conduct of the defendants
8 and their counsels and their counsels law firms attempting to force and threaten Plaintiff
9 into dismissing his lawsuit with prejudice by using the unlicensed counsel defendant
10 Joseph Patella and co counsel Benjamin Akley to convey the defendants vicious threats
11 against Plaintiff which placed Plaintiff in fear and harm and which subsequently caused
12 15. Plaintiff to premature dismiss his lawsuit thereby negating Plaintiff's ability to Enforce
13 his Settlement between the parties. The illegal conduct of the defendants and their
14 counsel and counsels law firms resulted in the defendants refusing to abide by or adhere
15 to the terms of the settlement agreement that the defendants had entered into with Plaintiff.
16 The defendants as part of the settlement agreement had agreed to hold sale(s) for Plaintiff's
17 diamonds. The defendants never held the sale(s) for Plaintiff 's diamonds even though they
18 had agreed to in the settlement that they had entered into with Plaintiff.Plaintiff suffered
19 damages and losses when the defendants based on the illegal conduct and advise of their
20 counsels and counsels law firm failed to adhere to or abide by the term of the settlement that
21 the defendants had entered into with Plaintiff. Plaintiff was threaten and forced to adhere to
22 and abide by the terms of the settlement agreement that the parties had entered into by the
23 defendants counsels and counsels law firms, Plaintiff was threaten and forced by the
24 defendants counsels and counsels' law firms into dismissing his case prematurely thereby
25 depriving Plaintiff of the ability to get the previous Court to enforce the settlement agreement
26 that the parties had entered into. Plaintiff suffered losses and damages when the defendants
27based on the advise and conduct of their counsels and counsels law firms strong armed and
28 threaten and forced Plaintiff to dismiss his case prematurely.

1 16. Plaintiff suffered damages and losses in the hundreds of millions of dollars
2 because of the defendants and their counsels and their counsels' law firms illegal conduct.
3 Plaintiff had to expend monies getting the diamonds cut and polished . Plaintiff lost
4 over 1.5 Billion dollars in carat loss cutting the diamonds for the sale(s) that the
5 defendants Bonhams, Christie's and Sotheby's had agreed to hold as result of the
6 settlement that the defendants and Plaintiff had entered into. The cutting , polishing
7 and faceting of rough diamonds into a polished diamond results in at least a seventy
8 percent loss to the diamond. If you cut, polish and facet a 5 carat rough diamond you
9 are going to end up with a finished polished , cut, and faceted 2 carat diamond. This is the
10 standard for the industry and the faceting , cutting and polishing of rough diamonds into
11 faceted and polished and cut finished diamonds. Plaintiff also suffered damages and losses
12 due to the fact that Plaintiff had to also expend monies getting the diamonds cut , faceted
13 and polished and Plaintiff also had to spend monies getting expert reports for the diamonds.
14 17. All of the defendants also violated Business and Professions Code 16240 because the
15 defendants aided and abetted defendants Joseph Patella in the unlicensed business and
16 practice of law in California without a valid license which is needed for the type of
17 profession that the defendants and defendant Joseph Patella were illegally engaging in
18 when the defendants forced and threaten Plaintiff into dismissing his previous case
19 prematurely. The defendants also engaged in the unlicensed and practice of law in the
20 State of New York also. Plaintiff Nathan Smith suffered harm , damages and injuries
21 when the defendants engaged in the violation of Business and Profession Code 16240.
22 The defendants used their unlicensed business to force and threaten Plaintiff into
23 dismissing his case prematurely. The defendants also used their unlicensed and illegal
24 business to illegally and unlawfully participate in Plaintiff's previous lawsuit in a
25 concerted effort to get Plaintiff's case dismissed with prejudice so that Plaintiff would
26 be unable to enforce his settlement with the defendants and so that Plaintiff would be
27 unable to prosecute his action against the Bonhams, Sotheby and Christie;s defendants.
28 The defendants unlicensed business resulted in harm, losses and damages to Plaintiff.

1 18. THE 4-18-22 DECLARATION OF JOSEPH PATELLA COUNSEL
2 FOR CONSOLIDATED DEFENDANTS BONHAMS, CHRISTIE'S AND
3 SOTHEBY CONFIRMING THE EXISTENCE OF THE FEB 18 2008 SETTLEMENT
4 AGREEMENT/EMAIL/LETTER/ OFFER OF COMPROMISE
5 THAT HE SIGNED AND SENT AND RESPONDED BACK TO PLAINTIFF
6 AS DETAILED IN HIS 4-18-22 DECLARATION

7 Exhibit "B" Feb 18 2022 settlement agreement signed by Patella and sent to Plaintiff
8 At line 15 of the counsel for the defendants Joseph Patella declaration counsel
9 Patella clearly states that " I informed Plaintiff that he should put any settlement
10 proposal in writing ".
11

12 19. at paragraph 4 counsel Joseph Patella declares and states that" Later that day
13 Plaintiff sent me an email with the subject line " Nathan Smith's Offer of Compromise"
14 (the February Offer) A copy of the email /offer to compromise/settlement agreement
15 /letter is attached hereto as Exhibit, Neither I nor anyone on behalf of any of the
16 defendants responded to the email.

17

18

19

20 20 .At paragraph 6 of the consolidated defendants counsel Joseph Patella's declaration
21 he states that " On April 1, 2022 more then one month after my initial call with
22 Plaintiff I sent Plaintiff an email. A copy of my email is attached as exhibit B

23

24

25 21. The email that Counsel Joseph Patella sent to Plaintiff on April 1 was Plaintiff's
26 Nathan Smith Offer of Compromise/letter /email/settle proposal/settlement agreement
27 that is dated Feb 18 2022 it is signed by both Plaintiff Nathan Smith and counsel

1 for consolidated defendants Bonhams , Sotheby's and Christie's .

2 The Subject and Title of the email/offer to compromise/ settlement agreement/

3 settlement proposal that counsel for the defendants Joseph Patella sent back

4 signed to Plaintiff Nathan Smith had was titled Subject: Nathan Smith's offer of

5 Compromise.

6 22. It is the same offer of compromise/settle proposal/settlement agreement/ email /

7 letter that Plaintiff sent to counsel Joseph Patella on Feb 18 2022 and which is

8 the same offer of compromise/settlement proposal/ settlement agreement /email/

9 letter counsel Joseph Patella returned sent back with his signature to Plaintiff and

10 which now contained the signatures of both Plaintiff Nathan Smith and the parties

11 counsel Joseph Patella who entered into the settlement agreement with Plaintiff

12 on behalf of the consolidated defendants Sotheby's, Christie's and Bonhams.

13

14

15 23.The Settlement Agreement between the parties was done pursuant to California

16 Code Civil Procedure 664.6 which only required that the parties sign the writing.

17 Joseph Patella acting on behalf on the parties for the defendants signed the writing

18/settlement agreement and Plaintiff signed the agreemen/writing also thereby making an

19 enforceable and binding settlement agreement between the parties which evidenced in

20 the Feb 18 2022 offer of compromise/settlement proposal/letter/email/ settlement agreement

21/writing that the parties or the parties representative counsel Joseph Patella signed along

22 with Plaintiff Nathan Smith.

23

24

25 24.The previous Court also issue an order stating that it lacked the subject matter jurisdiction

26 to enforce the settlement between the parties. The previous Court also took Judicial Notice

27 of the Feb 18 2022 settlement agreement between the parties which is the same

28 Feb 18 2022 settlement agreement that was signed by the parties.

1 25. The defendants Sotheby, Bonhams and Christie's got their law firm defendants
2 Pyrorchashman LLP Hunton Andrews Kurth LLP and OLsoff Cahill Cossu LLP
3 and fellow counsels Benjamin Akley, Brandon Marvisi, and Aimee Scala to get
4 unlicensed co-counsel Joesph Patella to threaten and force Plaintiff Nathan Smith
5 to prematurely dismiss his previous case against the defendants which subsequently
6 deprived the Court of subject matter jurisdiction to enforce the settlement between the
7 parties. Defendant Joseph Patella was not licensed to practice law in California
8 during the time that he threaten and forced Plaintiff to dismiss his case prematurely.
9 thereby depriving Plaintiff of the right to get the Court to enforce the settlement that
10 was entered into between the parties. All the defendants were well aware of the fact
11 that Plaintiff was going to request that the Court to enforce the settlement between the
12 parties. Plaintiff gave the defendants sufficient notice of his intent to get the Court
13 to enforce the settlement between the parties and none of the defendants objected to
14 26.Plaintiff's notice informing the defendants that he would be filing his motion with the
15 Court in order to enforce the settlement agreement among the parties. All the
16 defendants were also aware that the parties had entered into a settlement.
17 Despite these very important facts being well known to all the defendants.
18 The defendants counsel Benjamin Akley and Unlicensed counsel Joseph Patella
19 at the directions and command of their defendant clients Sotheby, Bonhams and
20 Christie's and under the directions and command of their respective law firms
21 defendants Pyrorchashman LLP Hunton Andrews Kurth LLP and Olosoff Cahill
22 Cossu LLP proceeded to threaten and force Plaintiff Nathan Smith into dismissing
23 his lawsuit prematurely. The defendants also used the threats of physical harm to
24 27.Plaintiff if Plaintiff did not abide by the defendants wishes and dismiss his case
25 prematurely. All the defendants admitted to the previous Court that they had threaten
26 Plaintiff into dismissing his case. The defendants also attempted to get Plaintiff's
27 previous case dismissed with prejudice even though the defendants had settled with
28 Plaintiff. The previous Court struck the defendants bogus motion to dismiss because the
case had already been settled by the parties.

1 28. Even after Plaintiff agreed to dismiss his case in accordance with the the settlement
2 agreement that the parties had reached. Both Benjamin Akley and defendant Joseph
3 Patella on behalf of the their client defendants Bonhams, Christie's and Sotheby and
4 their respective law firm defendants still proceeded to threaten and force Plaintiff to
5 dismiss his case prematurely. The defendants told Plaintiff that they had the power to
6 still sanction and punish Plaintiff if Plaintiff dismissed his case in accordance
7 with the settlement and not in accordance with the defendants demands and threats.
8 The defendants also told Plaintiff that they had the right and power to dismiss Plaintiff's
9 case with prejudice even if Plaintiff's dismissed his case in accordance with
10 the settlement agreement between the parties and even if Plaintiff case was dismissed.
11 29. The defendants attempted to threaten and force, intimidate, harm , damage, trick
12 sanction and strong arm Plaintiff into dismissing his case with prejudice by
13 using their unlicensed counsel defendant Joseph Patella and counsel Benjamin
14 Akley and their respective law firms to convey their malicious threats and acts
15 of intimidation and threats of potential harm in order to wrongly and illegally force
16 Plaintiff to dismiss his case with prejudice and to dismiss his case prematurely.
17 Plaintiff Nathan Smith dismissed his case. He also dismissed his case prematurely
18 due to the threats of harm, intimidation , force, sanctions, damages and due to the
19 the strong arming tactics and illegal conduct of the defendants counsels and
20 law firms. The threats of harm, sanctions, intimidation, coercion by the defendants
21 placed Plaintiff in extreme fear and caused Plaintiff infinite emotional distress which
22 thereby placed Plaintiff in distress thereby triggering and forcing Plaintiff to prematurely
23 dismiss his lawsuit against Plaintiff's free will. Plaintiff Nathan Smith became a
24 slave to the defendants. He was compelled and forced against his will to do the legal will
25 of the defendants Bonhams, Christie's and Sotheby who had instructed their
26 counsels Joseph Patella and Benjamin Akley and their respective firms to enslave
27 Plaintiff 's legal rights and force him into legal enslavement by forcing Plaintiff against
28 his will to dismiss his case prematurely under the threats of harm to Plaintiff by defendants.

1 30.The defendants Bonhams , Sotheby and Christie's also got their counsel and their respective
2 law firms to threaten and attempt to force Plaintiff to dismiss his case with prejudice. The
3 defendants used their unlicensed counsel Joseph Patella to convey their threats to Plaintiff
4 that he must dismiss his lawsuit with prejudice. Benjamin Akley also threaten Plaintiff and
5 he also told the previous Court that he instructed unlicensed counsel Joseph Patella to
6 convey the defendants threats to Plaintiff and that he also conveyed the same threats
7 to Plaintiff. All of the defendants were well aware of the fact that the parties had reached
8 a settlement. All of the defendants had a copy of the settlement agreement that their counsel
9 had signed because counsel Joseph Patella and Plaintiff had provided all the defendants
10 with a copy of the settlement that the parties had agreed to. All defendants were well
11 aware of the terms of the settlement agreement with Plaintiff. Nothing in the settlement
12 agreement stated that Plaintiff had to dismiss his case with prejudice. Also nothing in the
13 settlement agreement with the defendants stated that Plaintiff needed to dismiss his case
14 in accordance with the illegally threats and demands of the defendants or prematurely.

15 31. The terms of the settlement only stated that Plaintiff dismiss his case immediately once
16 the defendants agreed to elect either Sotheby or Bonhams to hold the sale(s) for Plaintiff's
17 diamonds. The defendants forced Plaintiff to dismiss his case prematurely even though
18 the defendants have yet to tell Plaintiff which defendant is going to be holding the
19 sale(s) for Plaintiff's diamonds. The terms of the settlement strictly stated that Plaintiff
20 would dismiss his case immediately once the defendants elected either Sotheby or Christie's
21 are whomever could do the best job as the one to hold the sale (s) for Plaintiff's diamonds and
22 that In exchange , Plaintiff would immediately dismiss his case against all the defendants.

23 32.Instead of the defendants abiding by the terms of the settlement agreement . Plaintiff
24 Nathan Smith was forced and threaten by defendants Sotheby, Christie's and Bonhams
25 through their law firm defendants and counsel Benjamin Akley and defendant Joseph
26 Patella who was engaging in the unlicensed practice of law in California with the aid
27 of all of the defendants Plaintiff dismiss his case prematurely thereby depriving the previous
28 Court from having subject matter jurisdiction to enforce the parties settlement agreement.

1 33. In order to avoid further litigation the parties settled the matter as evidenced in the Court's
2 order of 4-21-22 and the parties settlement agreement. Upon the signing of the settlement
3 agreement by the parties the agreement of Feb 18 2022 became legally binding and enforceable
4 upon the parties. Plaintiff Nathan Smith agreed to dismiss all the defendants from the
5 lawsuit entitled Nathan Smith vs Christie's et al 2:22-cv-00279. The defendants,
6 Sotheby's Bonhams, and Christie's agreed to elect either Sotheby or [REDACTED] to hold
7 the sale(s) for Plaintiff's diamonds or whomever could do the best job and Plaintiff would
8 immediately dismiss his lawsuit against the defendants. The defendants also agreed not
9 use the Gia in any of their affairs. The defendants also agreed to use the 550nm absorption
10 spectrum and the diamonds inclusion to authenticate the diamonds that the defendants were
11 going to be selling or auction at their businesses or establishments. In exchange as
12 consideration for the defendants agreeing to these terms Plaintiff Nathan Smith agreed
13 to immediately dismiss his action that he had filed against all of the defendants. A true and
14 correct copy of the settlement and the 4-21-22 order of the Court are attached to this
15 complaint as Exhibit A.

16 34. Defendants counsel Joseph Patella signed the settlement agreement on behalf of the
17 consolidated defendants Sotheby, Bonhams and Christie's. The settlement agreement
18 agreement between the parties was done pursuant to California Code of Civil Procedure
19 664.6 which authorizes the counsel for the parties to sign the settlement agreement on
20 behalf of the parties.

21 35. All of the defendants were made aware of the settlement agreement between Plaintiff
22 and the defendants. Despite being made fully aware of the settlement the defendants
23 through their counsels and counsels law firms threaten and forced Plaintiff to
24 prematurely dismiss his lawsuit against his will. This subsequently deprived the previous
25 Court of subject matter jurisdiction to enforce the settlement agreement that Plaintiff had
26 made with the defendants and this subsequently forced and caused Plaintiff to have to file
27 this current action suing the defendants for Breach of Contract and numerous other
28 causes of action because of the illegal conduct of their lawyers and the defendants.

1 36. The defendants Sotheby, Christie's and Bonhams have refused to abide by any of
2 the terms of the settlement agreement that they have with Plaintiff.
3 Worse yet with full knowledge that Plaintiff dismissed his action against all of
4 the defendants. They still have not contacted Plaintiff regarding holding the sale(s) for
5 Plaintiff's diamonds. The defendants threatened and forced Plaintiff to prematurely
6 and against his will to dismiss his lawsuit. The defendants are still using the GIA in
7 their affairs and the defendants are not using the 550nm absorption spectrum and
8 diamond inclusions to authenticate the diamonds that they are selling or auction at their
9 businesses. The settlement agreement between Plaintiff and the defendants clearly
10 stated that the defendants were to abide by these terms and the defendants also
11 agreed to abide by the terms of the settlement when their counsel Joseph Patella
12 signed the settlement agreement on behalf of the consolidated defendants Sotheby
13 37. Bonhams and Christie's pursuant to California Code Civil Procedure 664.6.
14 Once counsel for the consolidated defendants Joseph Patella signed and sent
15 the Feb 18 2022 offer of compromise back to Plaintiff Nathan Smith the defendants
16 Sotheby's Christie's and Bonhams were bound by the terms of the Feb 18 2022
17 signed settlement /letter/email/offer of compromise and surely once the previous
18 Court issued an order that the Court lack the subject matter jurisdiction to enforce
19 the settlement between the parties and based on the fact that the parties had been
20 given ample notice and time to be heard by the previous Court and based on the
21 fact that the Court heard the defendants arguments that there was no settlement
22 agreement between the parties and also despite the fact that the defendants did
23 not object or file any opposition to Plaintiff's request that the Court take judicial
24 notice of the settlement agreement between the parties and coupled with the Order
25 of the previous Court that the lack the subject matter jurisdiction to enforce the settlement
26 between the parties. Also the Court took judicial notice of the parties settlement agreement
27 when it set a hearing for Plaintiff's request for judicial notice. Counsel Joseph Patella
28 also gave a sworn declaration to Court that he mailed the signed offer of
compromise/letter/email/settlement agreement to Plaintiff on 4-1-22.

1 38. Once the counsel for the defendants Joseph Patella sent the signed offer of compromise
2 /letter/email /settlement agreement back to Plaintiff on 4-1-22 the defendants and their
3 counsels and their counsel respective law firms would have had no right to threaten or
4 force Plaintiff Nathan Smith do anything that was not in accordance with the terms of the
5 settlement agreement that the parties had enter into and agreed to. The terms clearly stated
6 that Plaintiff would immediately dismiss his action once the defendants elected Sotheby
7 or Christies to hold the sale(s) for Plaintiff diamonds. The defendants and their counsels
8 and counsel's respective law firms threaten and forced Plaintiff to prematurely dismiss his
9 lawsuit even though the defendants had not elected Sotheby or Christies are whomever
10 who could do the best job out both them to hold the sale (s) for Plaintiff's diamonds.

11 39. The defendants also failed to hold the sale(s) for Plaintiff's diamonds.

12 The defendants also continued additional bogus litigation against Plaintiff
13 in a concerted effort to get Plaintiff's case dismissed with prejudice even though
14 the defendants and their counsels and their counsels' respective law firms were all
15 well aware of the fact the defendants Sotheby's Christies and Bonhams had settled
16 the lawsuit with Plaintiff through the counsel of the consolidated defendants Joseph
17 Patella but despite knowing these relevant facts the defendants still attempted to
18 get Plaintiff's case dismissed with prejudice but the previous Court stricken the
19 defendants bogus motion to dismiss that the defendants counsel filed on their
20 behalf despite knowing full well that their clients had settled with Plaintiff.

21 40. The defendants also continued to use the GIA in their affairs. The defendants also
22 continued to use the GIA bogus certificates. All of the above actions of the defendants
23 and their counsels and their counsels' respective law firms were a breach of the terms
24 contained in the settlement agreement between the parties. Plaintiff was only binded
25 by the terms of the settlement agreement that the parties had entered into. The defendants
26 and their counsels and their counsels' respective law firms all threaten and forced Plaintiff
27 into abiding by terms that were not set forth in the agreement that Plaintiff had entered into
28 with the defendants when all of the defendants threaten and forced Plaintiff to dismiss his
case prematurely thereby depriving Plaintiff of the right to get the Court to enforce the Feb 18
2022 settlement that was signed and entered into and agreed to by Plaintiff and the defendants

1 41. The defendants also got their counsel to attempt to get the Court to declare Plaintiff a
2 vexatious litigant and the defendants got their counsel to illegally request sanctions against
3 Plaintiff while along knowing that the defendants had settled with Plaintiff. After informing
4 Plaintiff that they would only object to Plaintiff's motion to enforce the settlement agreement
5 if he mischaracterize the settlement agreement between the parties. The defendants and their
6 counsels and counsels' law firm still filed a opposition to Plaintiff's motion to enforce the
7 settlement between the parties. The defendants wrongly told the Court that there was no
8 evidence of a settlement between the Plaintiff and the defendants even though all the
9 defendants and their counsels and their counsels' respective law firms were certainly in
10 possession of the offer of compromise/letter/email/settlement agreement that counsel
11 for the defendants stated in his email he signed and sent back to Plaintiff on 4-1-22.

12 42. Benjamin Akley also stated to the previous Court in his declaration that he also received
13 notice and a copy of the settlement /email/letter /offer of compromise dated Feb 18 2022
14 that counsel Joseph Patella had signed and sent back to Plaintiff on 4-1-22. So the defendants
15 and their counsels and their counsels' respective firms all lied when they told the previous
16 Court that there was no settlement agreement between Plaintiff and the defendants.
17 Despite the defendants and their counsels filing the bogus motion to dismiss and bogus
18 opposition to Plaintiff's motion to enforce the settlement between the parties the previous
19 Court still ruled and issued an order stating that it lacked the jurisdiction to enforce the
20 settlement agreement between the parties because Plaintiff had dismissed his lawsuit.
21 Plaintiff was threatened and forced by the defendants and their counsel and their
22 counsel respective law firms to dismiss his lawsuit prematurely this caused damages
23 and harm to Plaintiff and Plaintiff was required to spend more money in order to
24 file another lawsuit to enforce the settlement agreement between the parties via
25 a Breach of Contract cause of action. Plaintiff also suffered damages because
26 43. Plaintiff had to hire additional experts and Plaintiff incurred other damages
27 because Plaintiff sent his diamonds to a reputable lab for additional testing and
28 this also costed Plaintiff money and damages were incurred by Plaintiff.

1 44. Plaintiff also suffered monetary damages and losses when the defendants fail to adhere
2 to the terms of the Feb 18 2022 settlement agreement /offer of compromise/email/letter
3 that was signed by both parties. The previous Court ruled it lacked the jurisdiction to enforce
4 the settlement because Plaintiff had dismissed his lawsuit thereby depriving the Court of
5 subject matter jurisdiction over the parties settlement agreements. Plaintiff lost potential
6 profits that would have resulted from the sale of the diamonds because the price of
7 pink diamonds have increased by significant value and Plaintiff was going to have the
8 defendants sale his 94.5 carat pink diamond and his 252 carat pink diamond both of these
9 diamonds are worth hundreds of millions of dollars and would have generated millions
10 of dollars in profits if the defendants would have adhere to the term of the settlement
11 agreement between Plaintiff and the defendants. Plaintiff was also going to be selling
12 3 billion dollars worth of diamonds through the defendants auctions and show rooms and
13 sales and Plaintiff was to receive an enormous profit off the sale of these diamonds but
14 because of the defendants failure to adhere to the terms of the settlement agreement
15 45. Plaintiff lost these profits.Plaintiff was unable to realize the value of profits from
16 his diamonds. Plaintiff lost money and suffered damages when the defendants failed
17 to elect either Sotheby's or Christie's to hold the sale(s) for Plaintiff's diamonds even
18 though they had agreed to according to the term of the settlement between Plaintiff and
19 the defendants. Plaintiff also suffered damages when the defendants counsels and
20 respective law firms advised the defendants to not abide by the terms of the Feb 18 2022
21 agreement/letter/email/offer of compromise that the defendants counsel signed and
22 sent back to Plaintiff on 4-1-22 because the defendants decided not to abide by
23 the terms of the Feb 18 2022 settlement agreement between the parties and this resulted
24 in the defendants not holding the sale(s) for Plaintiff's diamonds which subsequently
25 resulted in sufficient damages and losses being incurred by Plaintiff because of the
26 defendants counsels and respective law firms encouraging and aiding and abetting
27 their client in the breach of the Feb 18 2022 settlement agreement that the defendants
28 had entered into with Plaintiff.

1 46. Plaintiff also suffered damages and losses when the defendants Bonhams, Christie's and
2 Sotheby and their counsels and respective firms threaten and forced and intimidated
3 and tricked Plaintiff into dismissing his lawsuit prematurely thereby depriving the previous
4 Court of the ability to enforce the settlement agreements between the parties. The defendants
5 used these illegal actions as a excuse to not adhere to the settlement terms of the
6 Feb 18 2022 agreement between the parties. The defendants knew that by forcing
7 Plaintiff to prematurely dismiss his lawsuit. Plaintiff would not have the ability to
8 enforce the settlement agreement that Plaintiff had with the defendants. The defendants
9 then proceeded to ignore and not adhere to the Feb 18 2022 settlement agreement that was
10 agreed to by the parties. The defendants did not elect Sotheby or Christie's to hold the
11 sale(s) for Plaintiff diamonds even though the defendants threaten and forced Plaintiff
12 to prematurely dismiss his lawsuit thereby receiving consideration from Plaintiff and
13 thereby forcing Plaintiff to adhere to his part of the settlement while the defendants
14 did not have to adhere to theirs. As direct result the sale of Plaintiff's diamonds never
15 occurred and Plaintiff loss and suffered millions of dollars in potential profits. Plaintiff
16 also had to spend money to file another lawsuit to remedy the defendants breach of contract
17 and other illegal conduct against Plaintiff. Plaintiff suffered losses and damages because
18 Plaintiff never received the proceeds from the sale of his diamonds. Because the defendants
19 counsels and law firms instructed the defendants Sotheby Christie's and Bonhams not to
20 hold the sale(s) for Plaintiff's diamonds even though the defendants counsel knew that the
21 defendants had entered into settlement agreement with Plaintiff. The counsels and law firms
22 for the Sotheby, Christie's and Bonhams defendants also wrongly advised their clients not
23 to abide by or adhere to the Feb 18 2022 settlement/letter/email/offer of compromise that
24 was signed and sent to Plaintiff on 4-1-22 by counsel for the defendants Joseph Patella who
25 also gave a sworn declaration to the previous Court stating that he had sent the signed
26 offer of compromise back to Plaintiff via email on 4-1-22. Despite knowing that Joseph
27 Patella had settled the action on behalf of the consolidated defendants the defendants
28 counsel and law firms still encouraged the Sotheby's Bonhams and Christie's not to abide

1 47.by the terms of the Feb 18 2022 settlement agreement that the parties had enter into.
2 Plaintiff suffered losses and damages when he threaten and forced to dismiss his case
3 prematurely. Plaintiff also suffered damages when the counsels and law firms for the
4 Sotheby's Christie's and Bonhams convinced the defendants not to abide by the terms of
5 the settlement because Plaintiff lost the potential profits from the sale and Plaintiff had to
6 spend monies prepping the diamonds for the sale. Plaintiff also suffered damages and losses
7 because Pink diamonds have increased enormously in value and Plaintiff stood to make
8 millions of dollars in additional profits from the sale of his diamonds by the defendants.
9 Plaintiff also suffered damages and losses because of the illegal actions of the defendants
10 counsels and law firms when they advised the defendants to not elect Sotheby's or
11 Christie's to hold the sale(s) for Plaintiff diamonds due to the fact that Plaintiff had already
12 spent monies prepping for the sales and Plaintiff had additional diamonds cut for the
13 defendants to sell and these caused Plaintiff to lose hundreds of millions of dollars in
14 diamond carats due to loss that is incurred during the cutting of diamonds. You get 2 carats
15 for every 5 carats of diamonds that you cut. So to cut a 252 carat pink diamond you would
16 lose 358 carats or more because the stone would have to be at least 600 carats in order to
17 cut a 252 carat diamond. So Plaintiff lost literally hundreds of millions and potentially billions
18 of dollars in diamonds and profits when he had the stones cut for the sale(s) that the
19 defendants had agreed to hold based on the terms of the settlement agreement between
20 the parties. Plaintiff lost and suffered hundreds of millions of dollars in damages when
21 the defendants counsels and law firms wrongly advise the defendants that they had no
22 settlement agreement with Plaintiff thereby convincing the defendants not to adhere to
23 or abide by the Feb 18 2022 settlement agreement that made with Plaintiff. Plaintiff also
24 suffered losses and damages when the defendants and their counsels and their law firms
25 threaten and forced and intimidated and tricked Plaintiff into dismissing his lawsuit
26 prematurely because Plaintiff no longer had the ability to enforce the settlement that he
27 had made with the defendants and this caused Plaintiff to incur damages and monetary losses
28 because Plaintiff had to file a new lawsuit to enforce the Feb 18 2022 settlement agreement
that all the parties including the Sotheby's Bonhams and Christie's defendants had agreed to.

1 48. Plaintiff also suffered damages and losses when the defendants counsels and laws firms
2 and the defendants hired unlicensed counsel Joseph Patella to threaten and force Plaintiff
3 to dismiss his lawsuit with prejudice even though the defendants had already settled with
4 Plaintiff and even though counsel Joseph Patella was not licensed to practice law in the
5 State of California and had no legal right to threaten or force Plaintiff to do anything
6 regarding his lawsuit that he had filed against the defendants. Counsel Joseph Patella
7 was also well aware of the fact the defendants had settled with Plaintiff because he was
8 the one who sent the signed offer of compromise/email/letter /settlement agreement back
9 to Plaintiff on 4-1-22. Plaintiff as a direct result of the threats made to Plaintiff by counsels
10 Benjamin Akley and Joseph Patella on behalf of their clients and their respective firms.
11 49. Plaintiff out of fear of being harmed by the defendants counsels, law firms and defendants
12 prematurely dismissed his case against the defendants. Plaintiff suffered losses and damages
13 because of the defendants illegal conduct forcing and threatening Plaintiff into prematurely
14 dismissing his lawsuit even though these were not the terms of the settlement that the parties
15 had agreed to in the Feb 18 2022 settlement agreement between the parties. The defendants
16 counsels and law firms also illegally encouraged their clients the Sotheby's Christie's and
17 Bonhams to not adhere to the settlement agreement between Plaintiff and the defendants
18 50. Sotheby's Christie's and Bonhams. Plaintiff suffered losses and damages because of the
19 illegal advice and conduct of the defendants counsels and counsels law firms because
20 the defendants relied on their counsels bogus and illegal advice that encouraged them
21 not to abide by or adhere to terms of the settlement agreement that they had entered into
22 with Plaintiff this resulted in the Bonhams , Christie's and Sotheby's defendants not
23 abiding by the term of the Feb 18 2022 settlement agreement that the Plaintiff and the
24 defendants had entered into and subsequently resulted in the defendants failing to hold the
25 51. sales (s) for Plaintiff diamonds and it resulted in the defendants failing to adhere to and
26 abide by the terms of the settlement agreements between the parties. Plaintiff suffered
27 enormous losses and damages when the defendants refused to abide by the terms of the
28 settlement that they had entered into with Plaintiff based on the counsels and firms bad legal
advice and encouragement that the defendants not abide by the terms of the settlement.

1 RIGHT TO DECLARATORY RELIEF

2

3 52.Plaintiff incorporates referenced paragraphs 1 through 63 though as fully setforth herein
4 Plaintiff Nathan Smith is entitled to declaratory relief under 28 U.S.C. 2201
5 based on the defendants Sotheby's Christie's and Bonhams repeated material
6 violations of the Settlement Agreement. (Feb 18 2022 offer of compromise/email/letter/
7 settlement agreement between the parties in case # 2:22-cv-00279)

8

9 The defendants Bonhams, Christie's and Sotheby's materially violated by failing
10 to adhere to or abide by the terms of the Feb 18 2022 Settlement Agreement that was
11 entered into between the parties and which is the same Settlement Agreement that the
12 previous Court issued an order stating that the Court lacked the subject matter
13 jurisdiction to Enforce the Settlement because Plaintiff had dismissed his action on
14 4-10-22 thereby depriving the Court of the ability to enforce the settlement between the
15 parties. A judicial declaration of the respective rights and obligations of the defendants
16 and Plaintiff is necessary and proper.

17

RIGHT TO INJUNCTIVE RELIEF

18

19 53. Plaintiff incorporates referenced paragraphs 1 through 63 as though fully set forth herein.

20 Plaintiff Nathan Smith is entitled to injunctive relief . The defendants Sotheby's
21 Christie's and Bonhams material violations of the Feb 18 2022 settlement agreement
22 are clear and continuing.

23 Plaintiff has suffered damages and losses and harm to his business, reputation in
24 the diamond trade, his diamonds and losses in the hundreds of millions of dollars and
25 also millions of dollars in profits from the sale of the diamonds if the sales would have
26 been conducted by the defendants. Plaintiff is unable to fund his ventures.

27 The defendants actions are also harming Plaintiff's diamond business and
28 ability to sell his diamonds in the diamond market.

1 54. Plaintiff is being harmed financially and Plaintiff reputation in the diamond business
2 is being put into jeopardy and called into question because Plaintiff has already informed
3 certain potential buyers and investors that one of the defendants would be holding
4 sale(s) for Plaintiff's diamonds. Plaintiff expended and lost millions of dollars preparing
5 for the sale (s). Plaintiff dismissed his previous action and fulfilled his obligations under the
6 terms of the Feb 18 2022 settlement agreement and Plaintiff is now being harmed and is
8 suffering damages and losses because the defendants have habitually materially breached
9 the terms of the settlement agreement that was entered into between the parties. The
10 defendants have persistently continued to refuse to adhere to or abide by the terms of
11 the settlement agreement. Defendants and their counsels and counsels law firms
12 threaten and forced Plaintiff to dismiss his previous lawsuit prematurely so that
13 55. Plaintiff would have no means or way to enforce the settlement agreement that was
14 entered into between the parties. Defendants forced Plaintiff to have to commence the
15 present litigation without injunctive relief from this Honorable Court requiring the
16 defendants Sotheby's Bonhams and Christie's to adhere to and abide by the terms
17 of the Feb 18 2022 settlement agreement that Plaintiff and the parties entered into.
18 Plaintiff Nathan Smith has no adequate remedy at Law.

19 56. Defendants Sotheby's Christie's and Bonhams wont be harmed from simply by
20 the issuance of the injunction. The defendants had a opportunity to fully and fairly
21 litigate and defend against Plaintiff's claims but the defendants chose to enter into
22 a Settlement Agreement instead. An injunction simply would require the defendants
23 Bonhams, Christie's and Sotheby's to abide by Feb 18 2022 settlement agreement/
24 email/letter/offer of compromise that was signed by both Nathan Smith and counsel
25 for the consolidated defendants Joseph Patella who also informed the previous
26 Court in a sworn declaration that he advised Plaintiff to send the settlement agreement
27 to him and that on 4-1-22 he mailed the offer of compromise/settlement agreement
28/email/letter containing both Plaintiffs and Joseph Patella signatures back to Plaintiff.

1 57. The issuance of the injunction will only require the defendants Christie's Bonhams and
2 Sotheby's to abide by the Settlement Agreement from which all the defendants has reaped
3 substantial consideration from Plaintiff who was forced and threaten in to prematurely
4 dismissing his previous case by the defendants, counsels and their counsels law firms
5 thereby preventing Plaintiff from using the previous Court to enforce the settlement agreement
6 that was entered into between the parties. The previous Court ruled that it lacked the
7 subject matter jurisdiction to enforce Plaintiff's settlement with the defendants because
8 Plaintiff had dismissed his case thereby depriving the Court of its power to enforce
9 the settlement amongst the parties because the Court lack the subject matter jurisdiction
10 to enforce the settlement between the parties.

11

12 58. PLAINTIFF NATHAN SMITH MADE AN OFFER TO DEFENDANTS SOTHEBY'S
13 CHRISTIE'S AND BONHAMS IN HIS FEB 18 2022 FEBRUARY OFFER WHICH IS
14 EXACTLY WHAT COUNSEL JOSEPH PATELLA STATED THAT HE RECEIVED
15 FROM PLAINTIFF. COUNSEL JOSEPH PATELLA COUNSEL FOR THE
16 CONSOLIDATED DEFENDANTS ACCEPTED PLAINTIFF'S FEBRUARY OFFER/
17 PROPOSAL THAT HE TOLD PLAINTIFF NATHAN SMITH TO SENT TO HIM
18 ON FEB 18 2022 .IT WAS SIGNED BY THE DEFENDANTS COUNSEL JOSEPH
19 PATELLA AND THEM SUBSEQUENTLY SENT BACK TO PLAINTIFF NATHAN
20 SMITH THEREBY CREATING THE ENFORCEABLE SIGNED FEBRUARY 18 2022
21 SETTLEMENT AGREEMENT/OFFER OF COMPROMISE/EMAIL/LETTER/
22 PROPOSAL THAT COUNSEL JOSEPH PATELLA TOLD PLAINTIFF TO SENT TO
23 HIM ON FEB 18 2022 AND THAT WAS SUBSEQUENTLY SIGNED AND RETURNED
24 BACK TO PLAINTIFF WHICH IS THE SAME SETTLEMENT AGREEMENT THAT
25 THE PREVIOUS COURT RULED IT LACKED THE SUBJECT MATTER
26 JURISDICTION TO ENFORCE BECAUSE PLAINTIFF HAD DISMISSED HIS
27 LAWSUIT PREMATURELY BECAUSE OF THE DEFENDANTS, THEIR COUNSELS
28 AND THEIR COUNSELS LAW FIRMS THEATS AGAINST PLAINTIFF.

1 59. Defendants also told the previous Court that they requested that Plaintiff cut and
2 polish his diamonds before the defendants would be willing to sell them. Plaintiff
3 suffered damages and losses and lost hundreds of millions of dollars in carats of
4 diamonds when the defendants Bonhams, Christie's and Sotheby's requested that
5 Plaintiff cut and polish his diamonds before the defendants would sell Plaintiff's
6 diamonds.

7 60. Plaintiff's contract is enforceable under California Commercial Code see Cal Civ Code
8 2201 .. The settlement agreement was signed by both parties and the defendants also told
9 the previous Court that Plaintiff's contract was in excess of \$900,000,000 million dollars.
10 Plaintiff Nathan Smith was told by the defendants that they had settled the case and that
11 Plaintiff as part of the settlement agreement had to dismiss his case with prejudice. The
12 defendants knew full and well that this statement was false because the settlement agreement
13 actually stated that Plaintiff would dismiss his case immediately after the defendants elected
14 either Sotheby's or Christie's to hold the sale (s) for Plaintiff's diamonds. The settlement
15 also did not require Plaintiff to dismiss his case with prejudice even though the defendants all
16 told Plaintiff that he had to dismiss his case with prejudice. All defendants knew that
17 by forcing and threaten Plaintiff Nathan Smith into dismissing his case prematurely and
18 also attempting to get Plaintiff to dismiss his case with prejudice that this would deny
19 Plaintiff the ability to enforce the settlement agreement between the parties. The defendants
20 forced and threaten Plaintiff into dismissing his previous case prematurely in order to allow
21 61. the defendants not abide by or adhere to the settlement agreement that the defendants had
22 entered into with Plaintiff. Plaintiff was unable to enforce his settlement agreement against
23 the defendants because of the defendants misleading and lying and forcing and threatening
24 Plaintiff into dismissing his case prematurely. Plaintiff relied on the all the defendants
25 statements that they would abide by and adhere to the settlement agreement that the
26 defendants had entered into with Plaintiff and this along with the threats from defendants
27 against Plaintiff convinced and forced Plaintiff to dismiss his case prematurely.
28 Plaintiff suffered damages and losses because of the false statements to Plaintiff which forced
and tricked Plaintiff into dismissing his previous action prematurely.

1 62. The defendants Sotheby's Christie's and Bonhams became Plaintiff's Nathan Smith's
2 agents for the sale of his diamonds when they agreed in the Feb 18 2022 settlement
3 agreement to sell Plaintiff's diamonds. The defendants allowed their counsel to interfere
4 with the contract and agreement that the defendants had with Plaintiff. The defendants also
5 allowed their counsels and counsels Law firms to threaten and force Plaintiff into dismissing
6 his case prematurely even though the defendants knew full and well that Plaintiff had planned
7 on using the previous Court's jurisdiction to enforce the settlement agreement between the
8 parties. Despite knowing all of the above the defendants still got their counsels to threaten
9 and force Plaintiff to dismiss his previous case prematurely thereby preventing Plaintiff from
10 being able to get the previous Court to enforce the settlement agreement between the parties.
11 Plaintiff was forced to fight a whole other lawsuit just to enforce his settlement agreement
12 between the parties because of the defendants actions. The defendants also allowed their
13 unlicensed counsel to practice law in california unlicensed and to participate in
14 63.Plaintiff's case in a concerted effort to get Plaintiff's case dismissed with prejudice even
15 though all the defendants were well aware of the fact that the defendants had entered into
16 a settlement agreement with Plaintiff and therefore all the defendants and their counsels and
17 their counsels law firms actions and illegal conduct directed at Plaintiff were material
18 breaches and violations of the settlement agreement. All the defendants were well aware
19 of the fact that a settlement agreement had been entered into between Plaintiff and
20 defendants Bonhams, Christie's and Sotheby's. Despite knowledge of these very relevant
21 and important facts the defendants and their counsel still forced Plaintiff to dismiss his
22 previous case prematurely and the defendants also attempted to get Plaintiff's case
23 dismissed with prejudice even the defendants had already settled with Plaintiff and
24 the defendants illegal actions were all in material breach and violation of the settlement
25 agreement that the parties had been entered into amongst the parties.

26

27

28

1 FIRST CAUSE OF ACTION

2 (Breach of contract against defendants Sotheby's Christie's and Bonhams)

3
4 Plaintiff refers to and re-alleges each and every allegation contained in 1 through 63
5 inclusive , above , as if set forth in

6
7 The Settlement Agreement /Email/Offer of Compromise/ Settlement Proposal/Letter of
8 Feb 18 2022 provides inter alia that it is binding upon and inure to the benefit of the
10 parties and their respective heirs and assigns.

11
12 Plaintiff Nathan Smith has performed all his obligations and satisfied all conditions
13 to be satisfied by him under the Settlement Agreement between Plaintiff Nathan Smith
14 and consolidated defendants Sotheby's Bonhams and Christie's except as his performances
15 and satisfaction are excused by reasons of the defendants breaches

16
17 The Bonhams, Christie's and Sotheby's defendants have breached , or anticipatory breached
18 or both the Feb 18 2022 Settlement Agreement/ Offer of Compromise/Letter/Email/
19 February Offer/settlement proposal that was sent to the defendants counsel Joseph Patella
20 by Plaintiff and which was subsequently signed by the consolidated defendants attorney
21 Joseph Patella and subsequently sent back to Plaintiff thereby creating the signed and
22 binding and and enforcable Feb 18 2022 Settlement agreement which is the subject of
23 Plaintiff's current lawsuit.

24
25 by refusing to abide by or adhere to any of the terms of the Feb 18 2022 Settlement
26 Agreement that was entered into amongst the parties and by threaten and forcing Plaintiff
27 to dismiss and lawsuit prematurely and by all of the defendants and their counsels and
28 counsels' law firms attempting to have Plaintiff's case dismissed with prejudice even though
the defendants had already settled the matter with Plaintiff.

1 As a direct and proximate result of the defendants breaches. Plaintiff Nathan Smith
2 has sustained damages and will continue to sustain damages in an amount not presently
3 fixed but believed to exceed \$3,000,000,000 billion dollars.

4

5

6 (SECOND CAUSE OF ACTION)

7 (For Promissory Fraud (False Promise) against all defendants

8

9 Plaintiff refers to and re-alleges each and every allegation contained in paragraphs
10 1 through 63 inclusive, above, as if set forth herein

11

12 At the time counsel Joseph Patella entered into the settlement agreement on behalf
13 of the defendants Bonhams, Christie's and Sotheby's he was acting as counsel for the
14 consolidated defendants Bonhams, Chrisitie's and Sotheby's and also working at the
15 instruction of the other co-counsels and defendant law firms.

16

17

18 Defendants Bonhams, Sotheby's and Christie's entered into the Settlement Agreement
19 with Plaintiff on April 1 2022. Plaintiff sent the settlement agreement to the defendants
20 counsel Joseph Patella on Feb 18 2022 and counsel Joseph Patella signed and returned the
22 Settlement Agreement back to Plaintiff on April 1 2022. This created a binding and
23 enforcable contract/settlement agreement between Plaintiff Nathan Smith and defendants
24 Sotheby's Christie's and Bonhams. (The Feb 18 2022 Settlement Agreement)

25

26 The Sotheby's Chrisitie's and Bonhams defendants entered into the Settlement
27 agreement with Plaintiff with the intentions of deceiving Plaintiff Nathan Smith
28 into believing

1 Defendants Sotheby's Christie's and Bonhams would abide by and adhere to all of the
2 terms of the Feb 18 2022 Settlement Agreement that the parties had entered into.

3

4 Plaintiff Nathan Smith was threaten and forced by the defendants and their counsels and
5 their respective counsels law firms into dismissing his case prematurely. All of the defendants
6 also attempted to wrongly get Plaintiff's previous lawsuit dismissed with prejudice even though
7 the defendants and their counsels and their counsels respective laws firms were all aware of
8 the relevant and important fact that the defendants had settled the case with Plaintiff.

9

10

11 The representations made by defendants Sotheby's Christie's and Bonhams and their
12 counsels and counsels' respective firms were all false at the time they were made to
13 Plaintiff. All of the defendants knew the statements that they were making concerning
14 the settlement agreement that was entered into between the parties were false and
15 they were made for the purpose of inducing Plaintiff Nathan Smith into prematurely
16 dismissing his case thereby preventing Plaintiff from being able to get the previous
17 Court to enforce the settlement agreement that was entered into amongst the parties.
18 It also allowed the defendants Sotheby's Christie's and Bonhams to materially
19 breach and violate the terms of the Feb 18 2022 settlement agreement that they
20 had entered into with Plaintiff Nathan Smith.

21

22 At the time the defendants and their counsels and their counsels law firms made
23 the false representations. Plaintiff was ignorant of the facts and believed the
24 representations to be true. Plaintiff in fact relied on the defendants representations
25 that they would abide by the terms of the Feb 18 2022 settlement agreement.
26 Plaintiff agree to immediately dismiss his lawsuit. Plaintiff was threaten and forced
27 by all the defendants to dismiss his previous lawsuit prematurely resulting in the
28 previous Court losing subject matter jurisdiction over the parties settlement agreement
thereby preventing Plaintiff from enforcing his settlement agreement and while allowing the
defendants to materially breach and violate the Feb 18 2022 Settlement Agreement.

1 At the time the defendants made these false representations Plaintiff was ignorant of the
2 true facts and believed the representations to be true. Plaintiff in fact relied on the
3 representations by dismissing his case against the defendants Sotheby's Bonhams and
4 Christie's. Plaintiff's reliance was reasonable in that the parties had entered into a written
5 settlement which was signed by Plaintiff Nathan Smith and the parties counsel Joseph Patella.

6

7

8 If Plaintiff had known the true facts he would not have acted as he did and specifically
9 Plaintiff Nathan Smith would not have prematurely dismissed his case against the
10 defendants thereby depriving the previous Court of the ability to enforce the
11 Feb 18 2022 Settlement Agreement entered into amongst the parties.

13

14 Defendants Sotheby's Bonhams and Chrisitie's directed , authorized , and or participated
15 in their counsels and counsels' respective firms tortious conduct and as such are personally
16 liable along with their counsels and counsels respective law firms for the tort of
17 promissory fraud. (See Frances T v Village Green Owners Assn (1986)
18 42 Cal 3d 490 , PMC Inc v Kadisha (2000) 78 Cal App 4th 1368 1380-1382

19

20 As a direct and proximate result of the fraud engaged in by all the defendants
21 Plaintiff has been damaged in amount still to be determined but exceeding
22 \$3,000,000,000 billion dollars in damages and losses caused by all the
23 defendants fraudulent actions and conduct.

24

25 All the defendants and their co conspirators and aider and abettors engaged in
26 despicable conduct and acted with willful, reckless and conscious disregards of
27 the rights of Plaintiff Nathan Smith and in doing the things herein were guilty of
28 oppression and malice. Accordingly Plaintiff seeks punitive and exemplary damages
in an amount to be proven at trial.

1 THIRD CAUSE OF ACTION

2 (Negligence - against all the defendants)

3

4 Plaintiff incorporates by reference Paragraphs 1 through 63 as though fully set forth
herein.

5

6 The Sotheby's , Bonhams and Christie's defendants and their counsels and
7 counsels respective firms owed Plaintiff a duty to act with proper care during the
8 handling of the sale (s) of Plaintiff's diamonds and also regarding adhering to
9 and abiding by the terms of the Feb 18 2022 settlement agreement and in regards
11 to their counsels and counsels respective firms in regards to the Feb 18 2022
12 Settlement Agreement that the parties had enter into. The Sotheby, Bonhams
13 and Chrisitie's defendants owed Plaintiff a duty to act with proper care concerning
14 directing their counsels and counsels law firms to threaten and force Plaintiff to
15 dismiss his lawsuit prematurely which was not in accordance with the Settlement
16 Agreement that the parties had entered into. The Sotheby's Bonhams and
17 Christie's defendants owed Plaintiff a duty of care while acting as Plaintiff's
18 agents for the Sale of Plaintiff's diamonds and participants and parties to
19 the Feb 18 2022 Settlement Agreement that was entered into between Plaintiff
20 and the defendants Sotheby's Bonhams and Christie's. The defendants had a duty
21 of care not to aid , direct and instruct and participate with their counsels and
22 counsels respective law firms in an attempted and concerted effort to get
23 Plaintiff's previous lawsuit dismissed with prejudice even though all of the
24 defendants were well aware of the important and relevant fact that the defendants
25 had entered in a Settlement Agreement with Plaintiff and that all of the defendants
26 illegal conduct was direct in materially breach and violation of the Feb 18 2022
27 Settlement Agreement that the defendants had entered into with Plaintiff.

28

1 Defendants Sotheby's Bonhams and Chrisitie's breached the duty owed to Plaintiff
2 when they instructed their counsel to threaten and force Plaintiff into dismissing his
3 previous lawsuit prematurely and when the defendants instructed their counsels and
4 counsels law firms to attempt to get Plaintiff's case dismissed with prejudice even
5 though the defendants had already settled with Plaintiff and even though all the
6 defendants illegal conduct and actions were in direct material breach and violation
7 of the Feb 18 2022 settlement agreement that the defendants had entered into with
9 Plaintiff. The defendants also breached the duty that they owed Plaintiff when the
10 defendants while acting as the agents for the sale(s) of Plaintiff's refused to abide by
11 or adhere to the terms of the Feb 18 2022 settlement agreement whereby the
12 defendants were suppose to elect either Sotheby's or Chrisitie's to hold the
13 sale(s) for Plaintiff's diamonds but this never occurred instead of holding the
14 sale(s) for Plaintiff's diamonds as agreed upon in the Feb 18 2022 settlement agreement.
15 All of the defendants proceeded to force and threaten Plaintiff into dismissing his case
16 prematurely so that Plaintiff could not enforce his settlement agreement. This allowed the
17 defendants to not have to abide by the terms of the settlement agreement that they had
18 entered into with Plaintiff. The defendants also attempted to get Plaintiff's previous case
19 dismissed with prejudice even though the defendants had already settled with Plaintiff.
20 The defendants previous counsel and counsels law firms are also negligent and it could
21 be reasonably foreseeable that the negligent services or advice to or behalf of their
22 clients could cause harm to others. Waggoner v Snow, Becker, Kroll, Klaris and
23 Krauss 991 f 2d 1501 (9th Circuit 1993) There are six considerations Courts
24 analyze to determine whether a duty arises absent privity of contract and not based
25 on attorney- client relationship. The Sotheby's Christie's and Bonhams defendants
26 counsels and counsels' respective law firms all owed Plaintiff Nathan Smith a duty
27 of care to refrain from the illegal conduct and unlawful actions that they and their
28 clients directed at Plaintiff Nathan Smith during the Settlement agreement transaction .

1 The six considerations that the Courts analyze to determine if the counsels and counsels
2 law firms for the defendants Sotheby's Christie's and Bonhams are
3 1. the extent to which the transaction was meant to affect the Plaintiff 2. the
4 foreseeability of the harm to Plaintiff. 3. the degree of certainty that Plaintiff
5 suffered injury 4. the closeness of the connection between the defendants conduct
6 and the injury. 5. the policy of preventing future harm 6. whether recognition
7 of liability under the circumstances would impose an undue burden on the profession
8 " Goldberg v Frye 217 Cal App 3d 1258 (1990) France v Podleski 303 S.W
9 3d 615(Mo App 2010) Grimes v Saikley 904 N.E 2d 183 (ILL App 2009)
10 Chang v Lederman 172 Cal App 4th 67 (2009) Donahue v Shugart, Thomas
11 & Kilroy P.C. 900 S.W. 2d 624 (Mo 1995)
12 The Sotheby's Bonhams and Christie's defendants counsels and counsels' respective
13 law firms owed Plaintiff a duty of care not to direct their unlawful and illegal conduct
14 at Plaintiff and the defendants owed Plaintiff a duty of care not to advise their clients
15 defendants Sotheby's Christie's and Bonhams not to direct their illegal conduct and
16 unlawful conduct at Plaintiff because all of the defendants were well aware of the
17 very important and relevant fact that the defendants had enter into a settlement
18 agreement with Plaintiff and therefore none of the defendants or their counsels
19 and counsels' law firms had a right to direct any illegal or unlawful or any actions
20 that were not in accordance with the Feb 18 2022 settlement agreement that was
21 entered into between the parties. The defendants had no right to advise their clients
22 not to adhere to or abide by the Feb 18 2022 settlement agreement and the defendants
23 had not right to aid and abet and direct and assist their clients the defendants Sotheby's
24 Christie's and Bonhams in breaching the terms and of theFeb 18 2022 settlement
25 agreement and the defendants had no right to instruct their clients to threaten and force
26 Plaintiff to dismiss his lawsuit prematurely or instruct and aid their clients in attempting
27 to get Plaintiff's previous lawsuit dismissed with prejudice even though the defendants
28 had already settled with Plaintiff.

1 Defendants Bonhams , Christie's and Sotheby's and their counsels and their counsels'
2 respective firms were all negligent when they directed their unlawful and illegal conduct
3 at Plaintiff after the previous case had already settled and the defendants were also
4 negligent when they instructed and aided and assisted and directed their clients
5 defendants Bonhams , Chrisities's and Sotheby's not abide by or adhere to the
6 terms of the Feb 18 2022 settlement agreement that had been entered into between
7 the parties. As a proximate and direct result of all the defendants negligent conduct
8 and illegal behavior directed at Plaintiff after and during the settlement of the previous
9 matter Plaintiff suffered harm, losses and damages and injury to still be determined but
10 in excess of \$3,000,000,000 billion dollars to be proven as trial. Defendants Bonhams
11 Sotheby's and Chrisitie's all breached the duty owed to Plaintiff when they engaged
12 in their illegal and unlawful and malicious and tortious conduct against Plaintiff in
13 order to be able to deny Plaintiff his rights under the Feb 18 2022 settlement agreement
14 and Plaintiff's right to a fair trial and legal process and proceedings.
15 All of the defendants also used an unlicensed attorney to threaten and force Plaintiff into
16 dismissing his previous lawsuit prematurely. The Sotheby's Christie's and Bonhams counsels
17 and counsels' respective law all engaged in and aided and abetted, directed, assisted and
18 participated in the unlicensed practice of law in both California and New York. All of the
19 defendants illegal conduct was directed at Plaintiff Nathan Smith in a devious and
20 manipulative illegal and fraudulent scheme to force and threaten Plaintiff into dismissing
21 his case prematurely. All of the defendants violated California Business and Professions
22 Code sections 16240 , 6125 and 6126 while engaging in the unlicensed practice of law .
23 The defendants Sotheby's Bonhams and Christie's also violated Rule 5.5 Unauthorized
24 practice of Law when they aided and and assisted their co counsel Joseph Patella and
25 his law firm in the unauthorized practice of law and in threatening and forcing Plaintiff
26 into dismissing his lawsuit prematurely and also attempting to get Plaintiff's previous lawsuit
27 dismissed with Plaintiff even though the defendants Sotheby's Bonhams and Christie's
28 had already settled with Plaintiff Nathan Smith.

1 FOURTH CAUSE OF ACTION

2 (Intentional interference with Contract against defendant Joseph Patella
3 and defendants' law firms that were involved in case # 2:22-cv-00279)

4
5 Plaintiff incorporates by reference Paragraphs 1 through 63 as though fully set forth herein

6
7 A Contract/Settlement Agreement existed between Plaintiff Nathan Smith and defendants
8 Sotheby's Christie's and Bonhams.

9 All of the defendants knew of this contract/settlement agreement
10 The Bonhams, Christie's and Sotheby's counsels and counsels' respective law firms
11 conduct as described herein , induced breach of the contract and/or prevented performance
12 of the contract/settlement agreement and/or made its performance more difficult.

13
14 The defendants Sotheby's Christie's and Bonhams counsels and counsels' respective law
15 firms intended to disrupt performance of the contract/settlement agreement because it
16 wanted to obtain favor results for their clients and make money and also prevent Plaintiff
17 Nathan Smith from enforcing the settlement agreement that he had entered into by the
18 parties to the previous lawsuit case #2:22-cv-00279 Nathan Smith vs Christie's et al .
19 The defendants also wanted to force and threaten Plaintiff into dismissing his lawsuit
20 prematurely so that Plaintiff would be unable to get the previous Court to enforce the
21 settlement that the parties had agreed to. The defendants also wanted to and attempted
22 to get Plaintiff's previous case dismissed with prejudice so that Plaintiff would be unable
23 to prosecute his case against the their clients the Sotheby's Christie's and Bonhams
24 defendants and so that Plaintiff would be unable to enforce the Feb 18 2022 settlement
26 agreement that the parties had enter into amongst themselves in order to settle the
27 action titled Nathan Smith vs Chrisitie's et al case # 2:22-cv-00279.

28

1 The defendants Sotheby's Christie's and Bonhams defendants' counsels and counsels'
2 respective law firms actions and illegal conduct and threats were a substantial factor
3 in causing Plaintiff Nathan Smith harms.

4

5 In doing the acts herein alleged The defendants Sotheby's Christie's and Bonhams
6 counsels and counsels' respective law firms acted with oppression , fraud, and
7 malice and Plaintiff Nathan Smith is entitled to punitive damages.

8

9 As a direct and proximate cause of the defendants illegal interference with Plaintiff's
10 contract/settlement agreement that he had with the defendants Sotheby's Christie's and
11 Bonhams Plaintiff suffered injury, damages and losses to be determined a trial but potentially
12 exceeding \$3,000,000,000 billion dollars.

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1 FIFTH CAUSE OF ACTION

2 (Fraud and Conspiracy to Commit fraud- against all defendants)

3
4 Plaintiff incorporates by reference Paragraph 1 through 63 as though fully set forth herein
5 Defendants Sotheby's Bonhams and Christie's conspired with their counsel Joseph
6 Patella and the defendants respective Law Firms to defraud Plaintiff Nathan Smith and
7 all of the defendants did commit fraud and numerous other crimes and misconduct by
8 assisting , aiding, abetting and directing and participating in threatening and forcing
9 Plaintiff to dismiss his previous case premature thereby preventing Plaintiff from being
10 able to enforce the settlement agreement that entered into by the parties which resolved
11 case # 2:22-cv-00279 Nathan Smith vs Christie's et al and by attempting to get Plaintiff's
12 previous case dismissed with prejudice even though all of the defendants were well aware
13 of the fact that the parties had entered into a binding and enforcable Feb 18 2022 settlement
14 agreement which all the parties had to adhere to and abide by the term contained within the
15 Feb 18 2022 settlement agreement between the parties.
16 By unlawfully forcing and threatening Plaintiff to dismiss his case prematurely with the
17 aid and assistance of unlicensed counsels and by attempting to get Plaintiff's previous lawsuit
18 dismissed with prejudice even though the defendants had settled and by refusing to abide by
19 or adhere to the terms of the Feb 18 2022 settlement agreement that the parties had all
20 agreed to adhere to and abide by when the parties entered into the signed Feb 18 2022
21 settlement agreement. All of the defendants were complicit when they directed their
22 illegal and unlawful actions and conduct at Plaintiff.
23 All of the defendants were well ware of the important and relevant fact that the parties
24 had settled the matter and therefore there was no legal legitimate reason that any conduct
25 legal or not legal was directed toward Plaintiff by the defendants. The settlement agreement
26 of Feb 18 2022 were the only terms that the parties strictly had to abide by and adhere to.
27 All of the defendants did conspire to not do either and to prevent Plaintiff from enforcing
28 the Feb 18 2022 settlement agreement by forcing Plaintiff to dismiss his case prematurely.

1 The fraudulent acts and illegal and unlawful conduct committed by all the defendants
2 which was squarely directed at Plaintiff in a concerted and malicious and devious effort
3 to force and threaten Plaintiff into dismissing his previous case prematurely so that Plaintiff
4 would not have the ability to get the previous Court to enforce the Settlement agreement that
5 Plaintiff had entered into with the defendants Sotheby's Christie's and Bonhams . All of the
6 defendants engaged in the violations of both Federal and State laws when they forced and
7 threaten Plaintiff to dismiss his previous action prematurely. All of the defendants engaged
8 in material breaches and violations of the Feb 18 2022 Settlement agreement that the parties
9 had agreed to in order to resolve case # 2:22-cv-00279 Nathan Smith vs Christie's et al.
10 All of the defendants also violated Plaintiff's right to a fair trial and Plaintiff's
11 constitutional rights when the defendants forced and threaten Plaintiff into dismissing
12 his previous case prematurely and when the defendants attempted to get Plaintiff's case
13 dismissed with prejudice even though all the defendants knew that they had already
14 settled the matter with Plaintiff thereby resolving case #2;22-cv-00279 Nathan Smith
15 vs Christie et al.
16 In doing the acts herein all of the defendants acted with oppression and malice and fraud
17 so therefore Plaintiff is entitled to punitive damages against all the defendants.

18

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1 SIXTH CAUSE OF ACTION

2 (Intentional Misrepresentation -against all of the defendants)

3

4 Plaintiff incorporates by reference Paragraphs 1 through 63 as though set forth herein

5 All of the defendants made the intentional misrepresentations during the settlement of

6 Plaintiff's action with the defendants. All the defendants made the following

7 intentional misrepresentations on which Plaintiff relied to its detriment regarding

8 the sale(s) of Plaintiff's diamonds by either the Sotheby's or Christie's defendants.

9

10

11 All of the defendants represented to Plaintiff that they would elect either

12 Sotheby's or Christie's or whomever could do the best job to hold the sale(s) for

13 Plaintiff Nathan Smith's diamonds.

14

15 All of the defendants represented to Plaintiff that Sotheby's Christie's and Bonhams

16 would use the 550 absorption spectrum/spectroscopy and the diamonds inclusions

17 to confirm colored diamonds.

18

19 All the defendants represented to Plaintiff that Bonhams , Sotheby's and

20 Christie's would not involve the Gia in their affairs.

21

22 This is also evidenced in the Feb 18 2022 settlement agreement that the parties

23 entered into amongst themselves in order to resolve case # 2:22-cv-00279

24 Nathan Smith vs Christie's et al.

25 However all of the defendants had no intentions of abiding by or adhering to

26 the terms of the Feb 18 2022 settlement agreement that the parties had agreed to.

27 When all of the defendants made these representations they knew them to be false

28 and made these representations with the intentions to induce Plaintiff to act in

1 reliance on these representations.

2 In doing the acts herein all of the defendants acted with oppression ,fraud, and malice

3 and Plaintiff is entitled to punitive damages.

4

5

SEVENTH CAUSE OF ACTION

6

(negligent misrepresentations- against all the defendants)

7

8 Plaintiff incorporates by reference Paragraphs 1 through 63 as though set forth full herein.

9 All the defendants made the following misrepresentations during their settlement with

10 Plaintiff Nathan Smith.

11 Defendants represented to Plaintiff that they would elect either Sotheby's or Christie's

12 are whomever could do the best job to hold the sale (s) for Plaintiff's diamonds in

13 consideration for Plaintiff immediately dismissing his case against the defendants which

14 was entitled Nathan Smith vs Christie's et al case # 2:22-cv-00279.

15

16 All the defendants represented to Plaintiff that they would abide by and adhere to the

17 terms of the Feb 18 2022 settlement agreement that the parties had agreed to.

18

19 However all the defendants had no intentions of abiding by or adhering to the

20 terms of the Feb 18 2022 settlement agreement that the parties had agreed to.

21 Instead of abiding by the terms of the Feb 18 2022 settlement agreement all of

22 the defendants proceeded to threaten and force Plaintiff to dismiss his previous

23 case against the defendants prematurely and the all the defendants proceeded and

24 attempted to get Plaintiff's case dismissed with prejudice even though the defendants

25 new that the case had settled and the defendants unlawful and illegal actions and conduct

26 were in ,material breach and violation of the Feb 18 2022 settlement agreement that the

27 parties had agreed to and the defendants actions were in completely opposite of

28 what they had represented to Plaintiff they would do in regards to the terms of the

settlement agreement that the parties had enter into and agreed to.

1 Plaintiff is entitled to compensatory damages and other damages that were incurred
2 by Plaintiff because of all of the defendants illegal conduct which was a direct
3 and proximate cause of Plaintiff's injuries, losses and damages.

4

5 EIGHTH CAUSE OF ACTION against all counsels and law firm defendants
6 (Business and Profession Code 16240 illegally practicing a business without a license)
7 Plaintiff incorporates by reference paragraph 1 through 63 though as fully set forth herein.

8

9 Because the Practice of Law requires a license in California, individuals who wrongly
10 hold themselves out as lawyers are also subject to prosecution under Business and
11 Professions Code 16240. This Misdemeanor statue does not depend on the definition
12 on what constitutes the practice of law. Instead mere holding oneself out while not
13 actually having a valid certificate is a completed misdemeanor violation.

14 Section 16240 provides that every person who practices, offers to practice or advertise
15 any business ,trade, profession , occupation or calling or use any title . sign, initials,
16 card, or device to indicate that he or she is qualified to practice business, trade, profession
17 occupation, or calling for which a license , registration, or certificate is required by any
18 law is guilty of a misdemeanor, punishable by a fine of not more then \$1,000 or six
19 months in county jail or both (see Penal code 19)

20 The defendants' counsels Joseph Patella and Benjamin Akley and their law firms were not
21 in possession of an actual State of California Bar card New York State Bar card when they
22 engaged in Felony and misdemeanor acts as set forth in this complaint for damages.

23 Counsel Joseph Patella did not have State of California Bar card when him and his
24 co-counsels and their respective laws firms forced and threaten Plaintiff into dismissing
25 his case prematurely and when counsel Joseph Patella and the co-defendants engaged in
26 numerous illegal acts of conducting business in California without a business license and
27 practicing law in California without a State of California Bar card when they directed their
28 illegal conduct at Plaintiff in California in violation of Business and Profession Code 16240.

1 NINTH CAUSE OF ACTION

2 (The Unlawful Practice of Law (UPL) in violation of California)

3 Business and Professions Code 6125 and 6126 a misdemeanor

4
5 Plaintiff incorporates by reference Paragraphs 1 through 63 though as fully set forth herein.
6 The defendants Bonhams, Christie's and Sotheby's their co-counsels and co-counsels
8 respective firms hired unlicensed defendant Joseph Patella to engage in the business and
9 practice of law in the State of California even though he clearly lacked a license or proper
10 business license to do so. Counsel Benjamin Akley also engaged in the unlicensed
11 practice of law and the unlicensed legal business in the State of New York while he
12 and the other defendants aided and abetted Joseph Patella in his illegal practice of
13 law in the State of California and his illegal conducting of the Business of Law in
14 the State of California while he and his co -defendants directed threats and forced
15 Plaintiff to dismiss his previous lawsuit prematurely and during the period when the
16 defendants attempted to get Plaintiff's lawsuit dismissed with prejudice even though the
17 defendants were well aware of the fact that the defendants had settled with Plaintiff
18 Nathan Smith. All of the defendants and their co counsels and the respective law firm
19 defendants threaten , intimidated, place Plaintiff in fear and extorted and forced
20 Plaintiff through their unlicensed counsels Joseph Patella and Benjamin Akley to
21 dismiss his case prematurely causing Plaintiff to lose his ability to get the previous
22 Court to enforce the settlement agreement that was entered into between the parties.
23 All defendants and their co-defendants also used unlicensed Joseph Patella and
24 Benjamin Akley to illegally file documents in California in a concerted and illegal
25 and vile effort to get Plaintiff's case dismissed with prejudice so that Plaintiff would be
26 unable to prosecute his case against the defendants clients defendants Sotheby's Christie's
27 and Bonhams who had also directed and assisted their counsels and their respective firms
28 in their illegal and unlawful actions directed at Plaintiff in California after the previous case
had already settled .

1 6125 specifically states "No person shall practice law in California unless the person
2 is active member of the State Bar"
3 Defendants Joseph Patella was not a member of the California State Bar and lacked a
4 California State Bar card when he and his co defendants directed their unlicensed illegal
5 actions at Plaintiff in California and when the defendants forced and threaten Plaintiff into
6 dismissing his case prematurely and when Joseph Patella the unlicensed counsel and the
7 co-defendants attempted to get Plaintiff's previous action dismissed with prejudice even though
8 the defendant were well aware of the fact that the defendants had settled and resolved the
9 matter with Plaintiff Nathan Smith and all the illegal actions of the defendants were in
10 material breach and violation of the Feb 18 2022 settlement agreement that the defendants
11 had entered into with Plaintiff. All of the defendants had no legal or legitimate reason to
12 target or direct their vile and devious, illegal and threaten actions at Plaintiff considering
13 the case had already been settled and the terms of how the parties were to conduct themselves
14 going forward where clear and precise.
15 Business and Profession Code 6126 (a) states that" any person advertising or holding
16 himself or herself out as a practicing or entitled to practice law or otherwise practicing
17 law who is not an active member of the State Bar or otherwise authorized pursuant
18 to statute or Court rule to practice law in this State at the time of doing so is guilty of
19 a misdemeanor punishable by up to (\$1000) or by both that fine and imprisonment"
20 At the time that counsel Joseph Patella and all of his co-counsel and their respective
21 defendant law firms were threatening and forcing Plaintiff to dismiss his lawsuit prematurely
22 defendants Joseph Patella did not have a license to practice law in California and he also
23 did not have a California State Bar card. All of the defendants aid and abetted defendant
24 Joseph Patella in his unlicensed practice of law in California which was directed at Plaintiff.
25 All of the defendants violated both Business and Professions Code 6125 and 6126 (a)
26 when they forced and threaten Plaintiff into dismissing his previous lawsuit prematurely
27 and when the defendants attempted to get Plaintiff's previous case dismissed with prejudice
28 even though the defendants had already previously settled with Plaintiff.

1 Counsel Benjamin Akley and his law firms and co defendants also aided and abetted counsel
2 Joseph Patella in his illegal acts and violations of the law. Counsel Akley and his co defendants
3 and co-defendants law firms also engaged in the unlicensed practice of law in New York and
4 also the engaging in an unlicensed business in New York while directing their illegal and
5 unlawful conduct at Plaintiff Nathan Smith during course of aiding and abetting defendant
6 Joseph Patella and the law firm defendants in their illegal and unlawful and devious and
7 malicious acts against Plaintiff. All the defendants violated California Business and
8 Profession Codes when they engaged in their illegal conduct and actions against Plaintiff
9 a resident of California even though none of the defendants had a business license to
10 direct their unlawful and illegal business at Plaintiff.

11 The California Supreme Court ruled that out of state lawyers without a
12 California Licenses are engaging in the unauthorized Practice of Law if they
13 participate in sufficient activities in the State or create a continuing relationship
14 with the California client that included legal duties and obligations"
15 With the help of a fax machine, computer or telephone, lawyers need not even
16 be physically present in California to violate the unauthorized practice of law
17 restrictions. (Birbrower, Montalbano, Condon and Frank P.C. et al v The Superior
18 Court of Santa Clara County (1998) 17 Cal 4th 119)

19 The defendants Sotheby's Bonhams and Christie's and defendants Joseph Patella
20 and their co counsels and law firm defendants all violated the State of California
21 Business and Profession Code 6125 that specifically states "No person shall practice
22 law in California unless the person is an active member of the State Bar"

23 As well as Business and Profession Code 6126 a misdemeanor on multiple
24 occasions against Plaintiff Nathan Smith.

25 The California Supreme Court stated the underlying rationale of 6125 and 6126
26 is for the protection of California citizens from unlicensed , incompetent or
27 untrained lawyers such as defendant counsel Joseph Patella and his
28 his co-counsels and their defendant law firms.

1 Wherefore , Plaintiff Nathan Smith prays for judgment on all (9) causes of
2 action against the Defendants and each of them as follows.

3

4 First Cause of Action

5 1. Punitive damages

6 2. special damages

7 3. Compensatory damages in the amount to be proven at trial but in excess of

8 \$3,000,000,000 billion dollars

9 General damages according to proof at trial

10 For such other relief that the Court deems proper

11

12 Second Cause of Action

13 1. Punitive damages

14 2. special damages

15 3. Compensatory damages in the amount to be proven at trial but in excess of

16 \$3,000,000,000 billion dollars

17 General damages to be proven at trial

18 For such relief that the Court deems proper

19 Special damages

20

21

22 Third Causes of Action

23 1. Special damages

24 2. General damages according to proof at trial but believed to exceed \$3,000,000,000

25 3. Punitive damages

26 4. Compensatory damages

27 5. For such relief as the Court deems just and proper.

28

1 Fourth Causes of Action

2 1. Punitive damages

3 2. Compensatory damages

4 3. Special damages

5 4. General damages according to proof at trial.

6

7 Fifth Causes of Action

8 1. Punitive damages

9 2. Compensatory damages

10 3. General damages to be proven at trial

11 4. Special damages

12

13

14 Sixth Causes of Action

15 An award on all damages available in the law and according to proof at trial

16 punitive and exemplary damages

17

18 Seventh Causes of Action

19 An award of all damages available in law and according to proof at trial

20 and punitive and exemplary damages.

21

22

23 Eighth Causes of Action

24 An award of all damages available in law and according to proof at trial

25 and punitive and exemplary damages.

26

27

28

1 Ninth Causes of Action

2 An award of all damages available in law and according to proof at trial

3 and punitive and exemplary damages.

4

5 On all Causes of Action

6 1. An award of all damages available in law and according to proof at trial.

7 Punitive and exemplary damages.

8 2. special damages

9 3. Injunctive relief

10 4. Declaratory relief

11 5. Confirmation of the guarantees

12 6. \$3,000,000,000 billion dollars in losses, damages and injury to Plaintiff.

13

14 For such other and further relief as the Court deem just and proper

15 Enforcement of the Feb 18 2022 settlement agreement by this Court

16 Request for jury demand at trial

17

18 6-2-22 PLAINTIFF IN PRO SE

19 NATHAN SMITH

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A large, stylized handwritten signature in black ink, appearing to be 'Nathan Smith', written over the signature line.

EXHIBIT A

exhibit A

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Patella, Joseph

From: Joseph Patella <jpatella@courts.com>
Sent: Friday, February 18, 2022 3:53 PM
To: Patella, Joseph
Subject: Nathan Smith's Offer of Compromise

Caution: This email originated from outside of the firm.

Mr. Patella and the Counsel for Buchwald Auction and the Counsel for Bethany Auction

I suggested to Mr. Patella and Mr. Kiley that I am always open to compromise. As a sign of good faith I would agree to an extension of time for the Defendants to answer contingent on the parties also using the extra period of time for an attempt at a compromise that would be beneficial to all the parties involved and that might also settle the case.

What I think would be fair is if you all decided to alert either Bethany or Christian to hold the sale for the diamonds. However, I think that they can get the best results is the one that I would prefer for the job. But not Buchwald. If you are able to reach an agreement I would be willing to dismiss my lawsuit immediately against all the defendants. I would also agree to waive the other defendants of their obligation and commitment and agreement with me which are the subject of this lawsuit. Just as long as either Bethany or Christian agreed to hold the sale for the diamonds and of course the sale is not to be involved in our affairs. The Defendants and the bid assumption have the standard for Conflicting Colored diamonds. We can work out the details for our experts to examine the diamonds.

Gentlemen this is all business. What kind of man would I be if the diamond business if I allowed your clients to breach their contract and agreements with me. Whether I win or lose I still have to defend my rights and I intend to do that vigorously. I hope we can set aside our differences and whether or not our case is going or what so that we can reach a compromise that is amicable to all the parties involved. I look forward to hearing back from you gentlemen in the near future.

Please have an amazing weekend.

Best regards

Nathan Smith

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EXHIBIT B

11:17



← 031137675928 (2).pdf

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES—GENERAL

Case No. CV 22-00279-MWF (KSx) Date: April 21, 2022

Title: Nathan Smith v. Christies Auction et al.

Present: The Honorable MICHAEL W. FITZGERALD, U.S. District Judge

Deputy Clerk:
Rita Sanchez

Court Reporter:
Not Reported

Attorneys Present for Plaintiff:
None Present

Attorneys Present for Defendant:
None Present

Proceedings (In Chambers): ORDER DENYING PLAINTIFF'S MOTION TO
ENFORCE THE PARTIES' SETTLEMENT
AGREEMENTS [32]

Plaintiff Nathan Smith filed a Motion to Enforce the Parties' Settlement Agreements (the "Motion") on April 7, 2022 (Docket No. 32). However, on April 10, 2022, Plaintiff filed a Notice of Dismissal that voluntarily dismissed the action in its entirety. (Docket No. 37). This dismissal closed the case and meant that the Motion was implicitly denied. Indeed, with the dismissal of the action the Court lacked jurisdiction to rule upon the Motion or enforce the settlement agreement.

Because the action has been dismissed, the Motion is again **DENIED** for lack of jurisdiction.

IT IS SO ORDERED.

exhibit C

CIVIL MINUTES—GENERAL

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